

SPNP - Remote	1-25 numbers	3 business days
	25+ numbers	Negotiated
SPNP-Direct	1-25 numbers	3 business days
	25+ numbers	Negotiated
SPNP-Direct Trunks	1-6 trunks	8 business days
	7-24 trunks	14 business days

These intervals are consistent with order intervals for comparable remote call forwarding and DID trunks in Michigan. Maintenance for SPNP-Remote is also comparable to maintenance intervals for remote call forwarding and SPNP-Direct to DID trunk intervals in Michigan.

160. As the FCC has recognized, Ameritech is at the forefront of implementing both interim and long-term number portability. Ameritech plans to begin implementation of the location routing number (LRN) long-term solution in Michigan by fourth quarter 1997.

161. Indeed, Ameritech Michigan has significant experience providing Interim Number Portability. Since March 1995, when first ordered by Brooks Fiber, until December 1996, Ameritech Michigan has ported in excess of 17,000 telephone numbers. Ameritech Michigan has successfully processed requests for Brooks Fiber and MFS for accounts as small as 1 line up to 5,000 lines on a single order request. Ameritech Michigan has significant experience with both SPNP-Remote and SPNP-Direct technologies.

VII. CHECKLIST ITEM (iii): ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

162. Ameritech's interconnection agreements contain detailed contract terms pursuant to which competing providers of telecommunications services may obtain access to Ameritech's poles, ducts, conduits and rights-of-way (collectively "Structure") on a nondiscriminatory basis in a manner that complies with the requirements of the Act, the FCC's First Report and Order in Docket 96-98 (the "Order") and the rules issued pursuant to the Order (the "Rules").

163. It should be noted that Section 224(c) of the Act permits states to "opt out" of FCC regulation. If a state such as Michigan does "opt out," Ameritech will comply with the applicable state requirements.

164. Three key items in Ameritech's existing contract terms ensure nondiscriminatory access: access to maps and records; a fair methodology for assignment of existing spare capacity in Structure between competing parties; and comparable treatment in completing the process steps, including the field survey and construction work necessary to deliver the structure for the Attachments of the Attaching Party.

165. Maps and records of the locations and total and spare capacities of Ameritech's Structure are useful to incorporate the Structure into the design of a facilities-based network. Ameritech's outside plant engineers use the maps that Ameritech maintains for this purpose. Attaching Parties will have comparable access to the same location and capacity information available to Ameritech's engineers.

166. The second feature of non-discriminatory access is a process to ensure fair allocation of existing spare capacity in poles, ducts, conduits and rights-of-way. This is important because if two parties are competing for the last available space on an existing Structure, one of the parties will get the space and the other will either have to bear the cost of the modification to create additional space or be denied access, if capacity cannot be added. To ensure non-discrimination in this allocation, Ameritech's contract terms require that all requests for access to its Structure, including those of itself and its affiliates, be made through the Structure Access Coordinator. (The Structure Access Coordinator, as described in more detail later, is responsible for administration of access to Ameritech's Structure.) The Structure Access Coordinator will date-stamp each request and multiple requests for the last available space will be resolved by a "first in time - first in right" priority queue.

167. The last element of non-discriminatory treatment in access to Ameritech's Structure is in completing the process steps, including field surveys and the construction needed to make a Structure available. Field survey and make ready construction work is done by Ameritech construction groups and Ameritech contractors. Since Ameritech's construction groups are typically organized geographically, comparability is most relevant if viewed by specific construction area.

168. In the implementation of its contract terms, Ameritech is developing intervals for process steps that are regular in nature. This includes administrative tasks and other steps that are regular and predictable. These intervals provide a means for comparison of treatment where they apply.

169. Especially in the case of field survey and construction work needed to make Structure ready for Attachments, the variation in the nature of requests and the requirements needed to fulfill them will often make fixed intervals impractical in most cases and so negotiated due dates will apply. To ensure non-discrimination in such instances, Ameritech is developing a process by which an Attaching Party can obtain the information necessary to assure itself that, within each construction area, the treatment of its requests is comparable to the treatment of Ameritech's and others' requests.

A. DEFINITION OF POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

170. Ameritech offers to make available access to the poles, ducts, conduits and rights-of-way it owns or controls for the Attachments of an Attaching Party.

171. "Poles" include poles owned in full or in part by Ameritech, or poles owned by others on which Ameritech has a contractual right to permit the use by Attaching Parties but, in either event, are used to support cable, equipment, facilities, apparatuses or appurtenances used or useful in providing telecommunications services ("Attachments").

172. "Ducts" or "conduits" are enclosed reinforced passages capable of housing communications cables. "Ducts" or "conduits" include single ducts, inner-ducts and lateral ducts into buildings owned by third parties and not leased by Ameritech, and the manholes, handholes, and pull-boxes associated with the ducts or conduit. Some ducts or conduit controlled by Ameritech may be located within buildings owned by third parties. These will be made available, to the extent they may be, as "rights-of-way."

173. "Rights-of-way" are legal interests of Ameritech Michigan in property of others, such as easements or licenses, which are necessary and suitable to lawfully maintain poles, ducts, conduits and attachments, where they are located.

174. The process for access to poles, ducts, conduits and rights-of-way is summarized below.

175. "Rights-of-way" do not generally include access to Ameritech owned or leased property for the placement of Attachments, other than in an existing pole, duct or conduit. (AT&T Agreement, Section 16.1.1)

176. Agreements entered into between Ameritech and competing providers that reflect these contract terms supersede the terms and conditions of any tariff or existing agreement under which the competing provider maintains attachments on Ameritech's poles, ducts, conduits and rights-of-way.

B. ACCESS TO MAPS, RECORDS AND INFORMATION

177. Ameritech will provide, upon request and at the expense of the Attaching Party, access to maps of the location of its conduits and poles. (AT&T Agreement, Section 16.13)

178. Maps or records may contain information beyond location and capacity that is proprietary to Ameritech's business or which relates to the attachments of other parties which may be subject to confidentiality requirements. If that occurs, Ameritech will redact such information from the map or record before providing access to the map to Attaching Parties. Ameritech will also make its representatives available to the Attaching Party to clarify information on its maps and records

179. Ameritech will provide pole records and copies of easements for locations requested by the Attaching Party. (Pole maps that are readily available from electric utilities in their service areas usually show Ameritech poles. These maps are an industry standard and Ameritech occasionally acquires such maps for its own use.)

180. Ameritech's records will show capacity of conduit runs and availability of ducts and inner-ducts.

181. Ameritech will also provide access to other pole, duct and conduit records at the request and expense of the Attaching Party, and will meet with the Attaching Party at its request to clarify any information on a map or record or to discuss any other information the Attaching Party may need. Such meetings will be arranged through the Structure Access Coordinator.

182. It should be noted that Ameritech is in the process of mechanizing its outside plant records and, accordingly, the form and quality of maps and records will vary by engineering design center.

183. Due to the nature of map and record preparation and updating, Ameritech cannot confirm the accuracy or completeness of a map or record. A field survey may be required to validate map or record information.

184. Maps or records, and the information they contain, are subject to confidentiality requirements and may not be resold by the Attaching Party.

C. REQUESTS FOR ACCESS TO STRUCTURE

185. Requests for access to Ameritech's Structure will be made through the Structure Access Coordinator. The request must be made in writing and include a map of the poles, ducts, conduits and rights-of-way that are the subject of the request. The Structure Access Coordinator will date-stamp each request, with the first request in time having priority access to existing available capacity of the poles, ducts, conduits and rights-of-way in question.

186. After receipt of the request, the Structure Access Coordinator will schedule a field survey to determine availability of space on the poles, ducts, conduits and rights-of-way in question, the potential need for modifications to the Structure to accommodate the attachment, and whether other parties are attached to whom notice of modification of the Structure must be given.

187. The Structure Access Coordinator will then arrange for the engineering and construction of modifications necessary to accommodate the Attaching Party's Attachments and those of others participating in the modifications.

188. The Act allows Ameritech to recover its costs incurred while providing Attaching Party access to poles, ducts, conduits and rights-of-way. The administration fee is a one-time

charge to each provider seeking attachment to recover the cost of establishing the provider in Ameritech's Structure Access database, reviewing the Attaching Party's insurance and bond requirements, if any, and issuance and review of the Ameritech Structure Access Guidelines.

189. After the completion of construction work necessary to make the Structure ready for an Attaching Party's attachment, the Structure Access Coordinator will provide the Attaching Party with written notice that the structure is ready and will issue a written permit to the Attaching Party authorizing the Attaching Party to attach. The permit will authorize the specific Attachments requested, but other than service wires and routine maintenance items (e.g., splices), additions or modifications to the attachment will require another permit. This is necessary for the orderly administration of all attachments to poles, ducts, conduit and rights-of-way to ensure that capacity used is properly paid for, records are updated, standards such as the National Electric Safety Code are met, and safety, reliability and engineering matters are addressed before the addition or modification is made. This obligation will be applied in a nondiscriminatory fashion to all parties with attachments, including Ameritech and its affiliates.

190. The Attaching Party will be responsible for constructing or placing its own Attachments in or on Ameritech Structure and for maintaining them thereafter, always in conformity with all applicable laws and the standards. (Order, ¶¶ 1151, 1153.) Construction may be done by the Attaching Party or any of its contractors, provided they are properly trained, competent workmen skilled in the trade. (AT&T Agreement, §16.4.)

191. An Ameritech inspector must be present at the start of construction to ensure that the cable or other attachments are placed in the assigned duct or space and constructed in accordance with the plans. Again, this facilitates orderly administration and accurate records of the Structure for all users.

192. The Attaching Party may maintain its attachments on Ameritech poles, ducts, conduits, and rights-of-way but must provide Ameritech with notice before conducting its maintenance activities. The notice requirement is necessary to avoid conflicts with work plans of other Attaching Parties, including Ameritech personnel, and ensures that a record of entry is kept to

help resolve claims for damages to facilities. The Attaching Parties will also be responsible for obtaining any necessary municipal permits. (AT&T Agreement, § 16.2.)

193. Ameritech has created a unit – the Structure Access Coordinator – to administer access to Structure. In addition to the matters already discussed, the Structure Access Coordinator will serve as a single point of contact for the Attaching Party and other parties requesting access and will have full responsibility and authority with respect to access to Ameritech's Structure.

194. The following process steps apply generally to any request for attachments to Ameritech poles, ducts, conduits or rights-of-way:

- 1) The Attaching Party obtains maps, records and information regarding Ameritech poles, ducts, conduits or rights-of-way sufficient to identify the Ameritech poles, ducts, conduits or rights-of-way to which the Attaching Party desires to make attachments.
- 2) The Attaching Party submits a written request for attachment on the form provided by the Structure Access Coordinator. The Attaching Party must specify the poles, ducts, conduits or rights-of-way to which the Attaching Party wishes to attach and the nature and location of all proposed Attachments.
- 3) The Structure Access Coordinator date stamps and examines the request. If it is known at that time that the request or any part of it will be denied for lack of capacity or for safety, reliability or engineering reasons, the Structure Access Coordinator will provide a preliminary notice to the requesting provider and request to meet with the requesting provider to explore means of accommodating the requesting provider's request.
- 4) If, after exploring all reasonable accommodations, the Attaching Party's request cannot be accommodated, the Structure Access Coordinator provides the Attaching Party with a written notice of denial.
- 5) The Structure Access Coordinator also examines the request to determine if the requested Attachments will likely require any modification to the poles, ducts, conduits

or rights-of-way and, if so, whether any other parties have Attachments to the poles, ducts, conduits or rights-of-way.

- 6) In the event other parties have attachments, the Structure Access Coordinator provides notice to such parties of the proposed modification and advises such parties of the opportunity to modify their attachments.
- 7) If a field survey of the poles, ducts, conduits or rights-of-way to determine each parties' make ready work is required, the Structure Access Coordinator provides the Attaching Party and other parties wishing to participate in the modification with an estimate and allocation of the field survey costs.
- 8) The Structure Leasing Coordinator schedules and conducts a field survey.
- 9) As a result of the field survey, the Structure Access Coordinator develops the proposed necessary modifications, allocates the estimated costs of the proposed modifications between the parties participating in the modification, and provides the proposed modification and proposed cost allocation to the participating parties for approval.
- 10) Upon approval of the proposed modification and billing authority for the estimated cost of the proposed modification by the parties participating, the Structure Access Coordinator causes an engineering work order to be prepared, endeavors to obtain the necessary permits, and schedules the construction to complete the modification.
- 11) In the event that Ameritech is unable to obtain a permit to construct the modification, or encounters a field condition making it impossible to construct the modification, the Structure Access Coordinator will notify the Attaching Party and other participating parties of the denial of access due to lack of capacity.
- 12) Upon completion of the modification, the Structure Access Coordinator advises the Attaching Party that the pole, duct, conduit or right-of-way is available for its proposed attachment and requests that the Attaching Party provide any appropriate documentation, including if required an insurance certificate and bond.

- 13) Upon receipt of the appropriate documentation from the Attaching Party, the Structure Access Coordinator issues a permit to the Attaching Party authorizing the Attaching Party to place its attachments on the Ameritech poles, ducts, conduits or rights-of-way, as appropriate.
- 14) The Attaching Party schedules with the Structure Access Coordinator the construction of its Attachments in accordance with the permit within 180 days of the Structure Access Coordinator's notice that the ducts, conduits, or rights-of-way are available for attachment or with 90 days of notice for poles.
- 15) The Attaching Party completes construction of its Attachments in conformity with the permit and puts its Attachments into service within the 180 day period or the 90 day period, as appropriate.

195. Ameritech has had substantial experience, over the course of many years, providing access to its poles, ducts, conduit and rights-of-way. Although the Order has changed the terms and conditions upon which access will be granted in the future, the Commission should carefully consider Ameritech's long history of successful provisioning of such access in the past, as well as more recent experience under the Act.

196. Ameritech has complied with the Act since its adoption, and with the Order since it has been effective. It should be noted that, since the Order has been effective, Ameritech has had only a few requests for access that have required the modification of facilities other than the usual placement of inner-duct. Further, Ameritech is just now receiving requests for access to maps and records of structure. In short, Ameritech is fully complying with the Act and Order.

197. In 1996, Ameritech region-wide has received over 480 requests for access to Ameritech's poles, ducts, conduits, and rights of way. These include requests for access to over 2500 poles and 2.5 million feet of conduit. Of these requests, over 300 were from CLECs, including requests for over 2.29 million feet of conduit. Ameritech has responded promptly to these requests, and has provided an initial response concerning the availability of facilities for 93% of them. Ameritech has actually completed make ready work for more than one third of the

requests. An additional 21% of the requests have been canceled by the requesting parties, in many cases after substantial work had already been done. Thus, approximately 55% of the requests have been completed, either by providing the required access or by cancellation of the request.

198. Ameritech has been offering access in compliance with the Order since the Order has been effective. Ameritech has been meeting with AT&T on a regular basis to work out administrative details, even outside any regulatory proceeding and in the absence of an executed interconnection agreement. Finally, Ameritech has developed implementation guidelines to serve as a starting point for the implementation teams and to guide the process for those who chose not to participate in an implementation team or who acquire access under tariff.

D. DENIAL OF ACCESS TO AN ATTACHING PARTY

199. All of Ameritech's poles, ducts, conduits and rights-of-way are located either in public rights-of-way, such as streets, alleys, bridges or dedicated utility easements, or on property owned by private or public entities. Ameritech's authority to have its poles, ducts, conduits and rights-of-way on public rights-of-way is subject to state and local ordinances and laws, zoning regulations, or other permissions or authorities granted by government entities. On private or public property (other than public rights-of-way), Ameritech usually has obtained an easement or license from the owner to place and maintain its poles, ducts, conduits and rights-of-way. Sometimes easements or licenses from adjoining property owners are necessary even to occupy public rights-of-way. In many instances Ameritech shares use of poles, conduits and easements with the electrical utility in the service area under the terms of joint use or joint ownership agreements. In some instances, Ameritech may have poles, ducts or conduits on private property without any right (or an incomplete right) to grant access to third parties. Ameritech's ability to maintain its Structure is subject to the terms, conditions and limitations of these various laws and agreements, and so it must condition an Attaching Party's access to its Structure on these same terms and conditions. (Order, ¶ 1179.) Further, if Ameritech loses its right to have a pole, duct, conduit or right-of-way at any particular location, it obviously cannot provide an Attaching Party with a right to use such pole, duct, conduit or right-of-way. (Order, ¶¶ 1161-1164, 1176.)

200. Ameritech may also deny access to an Attaching Party to poles, ducts, conduits or rights-of-way where the poles, ducts, conduits and rights-of-way lack capacity to accommodate the requesting provider's Attachment and additional capacity cannot be added or where nondiscriminatorily applied reasons of safety, reliability or engineering may justify denial of access.

201. Capacity may be lacking where a modification to the Structure is required to accommodate a request for access but where the modification cannot be constructed.

202. Safety, reliability or engineering reasons would justify denial of access if the attachment would, for example, violate the National Electric Safety Code or other requirements imposed by governmental entities; overload or imbalance a pole line; create a hazard to other users; violate local zoning codes or preferences; interfere with the transmission characteristics of other attachments; interfere with the use of the poles, ducts, conduits and rights-of-way by others; or squander or inefficiently use the capacity of the Structure.

203. Before a denial is made for any reason, the Structure Access Coordinator would meet with the Attaching Party and explore all reasonable alternatives to accommodate the proposed attachment. (Order, ¶ 1163.) Any such denial will be non-discriminatory to all parties requesting attachment, including Ameritech, and will be confirmed in writing. All such parties would have options under any applicable interconnection agreement, the FCC Rules and state commission rules to appeal such a denial of access.

E. RESERVATION OF SPACE

204. Under Ameritech's proposed terms, no party, including Ameritech, may reserve space in or on any Structure. (Order, ¶ 1170.) This will ensure that existing capacity of Ameritech's Structure is efficiently used and that the "first in time - first in right" priority queue for new requests for access to Structure will work fairly to ensure nondiscriminatory access to existing spare capacity to those parties entitled to it.

205. To ensure that existing capacity is utilized efficiently and to prevent de facto reservation, Ameritech's proposed terms and conditions include two additional provisions. First, a

party, including Ameritech, who makes a request for access must make its attachment within 180 days of the notice from the Structure Access Coordinator that the Structure is available for attachment. Otherwise, the party's right to attach to the particular Structure covered in that request will be superseded by a party requesting access to the same Structure. Second, an attachment of any provider, including Ameritech, that is not in service for any 180-day period may be removed if necessary to make space available for a requesting party without adding capacity to the pole, duct, conduit or right-of-way.

206. Spare capacity is space on or in poles, ducts, conduits and rights-of-way which can be used for the attachments of an Attaching Party without any modification to the poles, ducts, conduits or rights-of-way or rearrangements to the attachments of another party.

207. In conduit, certain ducts and inner-ducts that would otherwise be spare capacity are reserved for other purposes. For instance, in some existing franchise agreements and ordinances, Ameritech is obligated to provide a duct for use by the municipality. A spare duct is retained for this purpose and may only be used by the municipality. There is also reserved in each conduit run a vacant duct and a vacant inner-duct for maintenance purposes. These are available to all parties with attachments in the conduit for maintenance purposes and to permit cable replacements without the need to interrupt service. A full duct, as well as an inner-duct, is reserved for replacements of cables larger than can be accommodated in an inner-duct. The maintenance spares are also available for emergency restoration of service. Maintenance spares are a prudent and standard practice in the administration of conduit, and the proposed general terms and conditions recognize the utility of these maintenance spares.

F. STRUCTURE MODIFICATION

208. If there is no spare capacity in the poles, ducts, conduits and rights-of-way, and Ameritech does not deny access for lack of capacity or for safety, reliability or engineering reasons, Ameritech will, at the request and expense of the Attaching Party, modify its poles, ducts, conduits or rights-of-way to create additional capacity to accommodate the request for access. In

this way, a requesting provider will be able to obtain access to virtually all Ameritech Structure in a non-discriminatory manner.

209. The necessary modifications may vary considerably depending on the circumstances. Modifications to poles may include rearrangement of existing attachments; placement of brackets to accommodate additional attachments; or replacement of poles with taller or stronger poles. Modifications to conduit may include removal of unused cables; addition of inner-duct; repair of collapsed or blocked ducts; replacement of manholes; or construction of additional ducts.

210. The Order requires Ameritech, as well as the Attaching Party, to notify other parties with attachments to the Structure of the proposed modification and to permit those other parties to participate in the modification. (Order, ¶ 1193; Rule 1.903(c).) Ameritech's interconnection agreements incorporate these obligations as required by the Order and Rules.

211. The Order and Rules create explicit requirements for allocation of the costs of modifications, which Ameritech has incorporated into its offering. For instance, if the modification benefits only the Attaching Party, then the Attaching Party must bear the full cost of the modification. But if other parties, including Ameritech, also expand their attachments, they must share the cost of the modification proportionately with the requesting provider. (Order, ¶ 1199 et seq., Rule 1.1416(b).)

212. If another Attaching Party or Ameritech uses the modification to upgrade or bring the Structure or attachment into compliance with applicable standards, then that party or Ameritech, respectively, will bear an appropriate share of the cost of the modifications to reflect that upgrade. (Id.)

213. The Attaching Party, Ameritech or any other party who participates in and pays for a modification may, under the Order and Rules, recover its portion of the depreciated value of the modification from parties who subsequently attach to the capacity created by the modification.

214. Ameritech and others who own or control poles or conduit in public rights-of-way are often required to relocate or modify such Structure to accommodate governmental activities in

the rights-of-way, for road work, condemnations and other reasons. Because Ameritech's occupancy is subject to the municipality's reasonable terms and conditions, Ameritech must bear the costs of adjusting its poles or conduit or surrender its rights-of-way to comply with the request of governmental authority. Also, as noted previously, private easements occasionally are found to be invalid or it is determined that Ameritech poles or conduits are located outside of an easement or on private property without an easement or consent. In such circumstances, Ameritech may be required to relocate its poles or conduits. Finally, Ameritech's rights to maintain its rights-of-way may be terminated or lost. (See AT&T Agreement, Section 16.15)

215. In any of these circumstances, when such relocations or modifications are required and the Ameritech pole or conduit contains the attachments of the Attaching Party or others, Ameritech would move the poles or conduit at its cost, but that Attaching Party and other parties with attachments would transfer their own facilities to the relocated or modified structure at their own cost. (AT&T Agreement, Section 16.12)

G. OTHER PROVISIONS RELATING TO ACCESS

216. Ameritech permits the Attaching Party to interconnect its ducts in the manholes of Ameritech. This permits the Attaching Party to conveniently enter and exit Ameritech's conduit system. However, Ameritech would deny a request for interconnection of ducts where capacity could be added to the conduit by a modification in place of the interconnected duct. Interconnections of the Attaching Party's duct will be appropriate for extensions of duct runs in directions Ameritech does not desire to place facilities, but not for adding ducts in parallel to existing duct runs.

217. The Attaching Party may attach any appropriate Attachment on Ameritech poles, ducts, conduit or rights-of-way. The Attaching Party must provide plans showing such proposed Attachments to the Structure Access Coordinator when requesting attachment so that, as noted before, any capacity, safety, reliability or engineering considerations can be timely analyzed and addressed and necessary modifications to the poles, ducts, conduits or rights-of-way made.

218. The Attaching Party will be billed for access to maps and records, information requests, field surveys, engineering and make ready construction work at Ameritech's cost and in its customary fashion. (Id.)

219. Audit provisions will apply to all billings, charges, rates and fees to the requesting provider in providing access to Ameritech's poles, ducts, conduit and rights-of-way, so that the requesting provider can verify that it has been billed appropriately.

VIII. NUMBER ADMINISTRATION

220. Section 251(e)(1) of the Act provides as follows:

(1) COMMISSION AUTHORITY AND JURISDICTION. – The Commission shall create or designate one or more impartial entities to administer telecommunications numbering and to make such numbers available on an equitable basis. The Commission shall have exclusive jurisdiction over those portions of the North American Numbering Plan that pertain to the United States. Nothing in this paragraph shall preclude the Commission from delegating to State commissions or other entities all or any portion of such jurisdiction.

221. In the Second Report and Order, the Commission held that "the action taken in the NANP Order satisfies the section 251(e)(1) requirement that the Commission create or designate an impartial numbering administrator." (Second Report and Order, ¶ 264.) Moreover, until such time as the functions associated with NANP administration are transferred to a new NANP administrator, the Commission "authorize[s] Bellcore and the incumbent LECs to continue performing the number administration functions they performed prior to the enactment of the 1996 Act." (Id., ¶ 328.) And the Commission concluded that "incumbent LECs should apply identical standards and procedures for processing all numbering requests, regardless of the identity of the party making the request." (Id., ¶ 334.)

222. Ameritech provides nondiscriminatory access to telephone numbers for assignment to other carrier's telephone exchange service customers. Until new numbering administration guidelines, plans or rules are established, Ameritech will continue to assign central office codes under the existing industry guidelines and regulatory rules, under the oversight and complaint jurisdiction of the FCC. Ameritech also will continue to make reasonable efforts to transfer its number administration responsibilities to the NANP administrator.

223. A telephone number is an "address" consisting of ten digits that enables switching equipment throughout the nation to route traffic to and from a specific telephone number on the public switched telephone network. The address consists of three parts.

- The first three digits of a geographic-based telephone number represent its numbering plan area ("NPA"), more commonly referred to as "area code."
- The next three digits represent the central office code. The central office code is in the form of "NXX" where "N" is any digit from 2 to 9 and "X" is any digit from 0 to 9. Central office codes also are referred to as "NXX" or "CO" codes.
- The final four digits of the telephone number are its specific line address within a central office.

Thus, a geographic-based number telephone number is in the format NPA-NXX-XXXX.

224. There are currently 792 central office codes within each NPA, and 10,000 telephone numbers within each central office code.

225. In order to provide full facility-based local exchange telephone service that is integrated into the public switched telephone network and capable of local exchange dialing parity, carriers must have an NXX code or codes assigned to their central offices from which they can assign specific telephone numbers to their local exchange lines.

226. Assignment of NXX codes is made by the Central Office Code Administrator in each NPA. That Central Office Code Administrator generally is the predominant local exchange carrier in each NPA. Ameritech currently is the Central Office Code Administrator for all NPAs in Michigan.

227. Central office code administration encompasses several different functions. These functions include code assignment, code activation, NPA relief planning, and administration. Responsibilities associated with these functions include: assignment of central office codes in a fair and non-discriminatory manner to all qualified applicants; notification to the industry of new code assignments and modifications to existing assignments to assure the proper routing and rating of

calls; coordination of NPA relief planning when a new area code becomes necessary; and collection of data in order to promote the effective and efficient use of codes.

228. As local exchange competition has continued to evolve, the FCC has taken steps to ensure that central office codes are administered and assigned consistently and in a nondiscriminatory manner.

229. The FCC began the process of adopting numbering administration guidelines, plans and rules for number administration on June 21, 1991, when it directed Bellcore, the current North American Numbering Plan Administrator ("NANPA"), to take the lead in developing industry guidelines for number administration which could be applied uniformly and which would use the finite numbering resource in the most efficient and effective manner possible. Bellcore initiated an industry effort for the development of such guidelines under the auspices of the Exchange Carriers Standards Association (now known as the Alliance for Telephone Industry Solutions), Carrier Liaison Committee, Industry Carriers Compatibility Forum (ICCF) and periodically reported its progress to the FCC.

230. On July 23, 1993, the ICCF notified the FCC that the industry had completed its work and had accepted CO Code (NNX/NXX) Assignment Guidelines. The FCC acknowledged these Guidelines produced through this industry effort satisfied the Commission's initial charge to Bellcore to develop standards by which NXX codes can be assigned in a fair and impartial manner under principles which promote the most effective and efficient use of codes and numbers.

231. The current version of the Central Office Code (NXX) Assignment Guidelines is dated September 19, 1996. The current version of the NPA Code Relief Planning Guidelines is dated March 8, 1996.

232. Both sets of guidelines have been followed by Ameritech in its role as the Central Office Code Administrator, since they were developed by the industry as the FCC directed.

233. The FCC took another major step in the process of adopting numbering administration guidelines, plans and rules in its July 13, 1995 Order in the number administration docket. In the Matter of Administration of the North American Numbering Plan, CC Docket No.

92-237, Report and Order, July 13, 1995 (the "NANP Order"). In the NANP Order, the FCC ordered that administration of central office codes be centralized at the national level and transferred to an independent third party national administrator. The FCC also created the North American Numbering Council ("NANC") for the purpose of providing "the Commission advice and recommendations reached through consensus to foster efficient and impartial number administration as telecommunications competition emerges." (NANP Order, ¶ 46.)

234. Ameritech has actively supported the creation of NANC and will comply with any new rules, plans and guidelines which may be established under its auspices. In fact, Ameritech is willing to be one of the first administrators to transfer its central office code responsibilities.

235. The process for obtaining an NXX assignment is relatively simple. First, the code applicant makes a request to Ameritech using the Central Office Code Assignment Request and Confirmation Form. The Central Office Code Administrator will date stamp the request and then determine if the request is in compliance with the code assignment guidelines. If it is, then the Administrator will select an unassigned code for assignment, honoring requests for specific numbers if available. The Administrator normally will respond to the applicant within 10 working days from receipt of the application with the assignment. If the application is denied, the Administrator will provide specific reasons for the denial, and information on where to appeal the decision. When the NXX code is assigned, the Administrator or the applicant will input the NPA, NXX and other relevant data into the Routing Data Base System (RDBS) in order to ensure that the public is aware that the new code is open. Since September 30, 1994, Ameritech has used this process to assign 112 NNXs to new local exchange providers in Michigan. Ameritech discharges its responsibilities as Central Office Code Administrator in Michigan under the oversight and complaint jurisdiction of the FCC.

236. Until the date when new numbering administration guidelines, plan, or rules are established, Ameritech will continue to provide nondiscriminatory access to telephone numbers for assignment to other carriers' telephone exchange service customers in accordance with the current

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Central Office Code (NXX) Assignment Guidelines and the current NPA Code Relief Planning Guidelines. After that date, Ameritech will comply with such guidelines, plan, or rules.

I certify under penalty of perjury that the foregoing is true and correct. Executed on December 16, 1996, at Chicago, Illinois.

John B. Mayer
JOHN B. MAYER

Subscribed and sworn to before me
this 16th day of December, 1996.

Midge Ho Barker



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STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own)
motion, to consider Ameritech Michigan's)
compliance with the competitive checklist) Case No. U-11104
in Section 271 of the Telecommunications)
Act of 1996.)
_____)

AFFIDAVIT OF WARREN L. MICKENS
ON BEHALF OF AMERITECH MICHIGAN

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Warren L. Mickens, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is Warren L. Mickens. I am Vice President of Customer Operations at Ameritech Information Industry Services ("AIIS"), a division of Ameritech Services, Inc. AIIS is an Ameritech business unit that provides communications products and services to other telecommunications providers, including providers that compete with Ameritech Operating Companies in the local exchange market.

2. AIIS was formally organized on July 1, 1993, with the mission of offering network components that could be uniquely assembled to suit the needs of its customers, as part of the creation of a "network of networks." AIIS was conceived as a wholesaler of Ameritech's communications infrastructure and a major supplier to companies that would provide products and

services in competition with the Ameritech Operating Companies. The premise was that, by acting as a wholesaler of products and services to these competitors, AIIS would be able to benefit from the evolving competitive environment in the telecommunications industry.

3. As Vice President of Customer Operations of AIIS, my principal responsibility is to ensure that the quality of the products and services that AIIS provides to its customers meets all applicable market and regulatory standards, as well as the needs of AIIS' customers. I, or people working under my direction, coordinate with the Ameritech Network Services organization to determine the performance criteria that are used to measure our products and services, including the provisioning of those products and services. We measure actual performance for all relevant performance categories, compare actual performance levels to target levels, and, where necessary, initiate appropriate activities to bring actual performance in line with objectives.

4. I am also responsible for interface with customers and customer support. In that regard, I am responsible for establishing the standards for response time when customers call to order service or to request repairs.

5. My Customer Operations organization includes the Information Technologies, Customer Service, Service Management, Network Performance, and Technical Planning groups within AIIS. My staff is comprised of persons with diverse technical and operational backgrounds and includes computer scientists and

programmers, electrical engineers, statisticians, and telephone network engineers with many years of operational experience.

EDUCATION AND PROFESSIONAL EXPERIENCE

6. In 1977, I received a Bachelor of Science Degree from Rose-Hulman Institute of Technology, where I majored in Mechanical Engineering and minored in Economics. I received a Masters in Business Administration from Harvard University, with a concentration in operations management. My professional experience includes the following:

- My current assignment as Vice President of Customer Operations at AIIS (1.5 years)
- General Manager of Integrated Network Planning at Ameritech (1.5 years)
- Product Management at FMC Corporation (1.5 years)
- A broad range of assignments at Cummins Engine Company, including engineering, operations, marketing, and general management (10 years) (as a manufacturing engineer, I was responsible for establishing production processes)
- Business development and marketing activities at Allied Corporation (3 years)

SUBJECT OF STATEMENT

7. The purpose of my affidavit is to explain, from an operational perspective, the manner in which and method by which Ameritech Michigan ("Ameritech") ensures that it is providing the products and services (hereinafter, "Checklist items") listed in § 271(b)(2)(C) of the Telecommunications Act of 1996 ("the Act") to requesting carriers at parity with the quality of products and services that Ameritech delivers to itself, to its affiliates, and to unaffiliated carriers. In particular, I describe the performance benchmarks and other methods by which Ameritech

ensures parity to requesting carriers in the contexts of interconnection and resale; how those benchmarks were determined; and how Ameritech's performance vis á vis those benchmarks is measured, reported, and enforced. I also describe the various operational interfaces and access to Operations Support Systems (OSS) functions that Ameritech makes available on an equivalent basis to that access which Ameritech and its affiliates enjoy. In addition, I describe how these arrangements comply with the FCC's Second Order on Reconsideration, issued December 13, 1996, which specifies that the interface design standards used by Ameritech to provide access to its OSS functions must be established and made known to carriers which obtain such access.

8. Ameritech has entered into (and the Commission has approved) interconnection agreements incorporating the performance benchmarks and standards discussed below with Brooks Fiber Communications of Michigan, Inc. ("Brooks Fiber"), TCG Detroit ("TCG"), and AT&T Communications of Michigan, Inc. ("AT&T"). Brooks Fiber currently provides facilities-based services to business and residential customers in Michigan, and the Brooks agreement was negotiated by the parties and approved by the Michigan Public Service Commission ("MPSC") without arbitration.

9. The AT&T and TCG agreements were arbitrated by the MPSC before being approved. The panel in the TCG arbitration issued its decision on October 3, 1996, and the Commission issued its order on November 1, 1996. The TCG agreement was filed with the Commission per the order on November 12, 1996. The panel in the AT&T arbitration issued its decision on October 28, 1996, and the

Commission issued its order on November 26, 1996. The AT&T agreement was filed with the Commission per the order on December 6, 1996. The AT&T Agreement expressly covers and makes available all of the elements, products, and services mandated by Section 251 of the Act and the FCC's interconnection regulations ("the Rules") at rates, and on other terms and conditions, that comply with the requirements of Sections 251 and 252 of the Act. By doing so, the agreement makes available to AT&T all Checklist items.

10. All of the Checklist items are likewise available to Brooks and TCG, pursuant to their interconnection agreements with Ameritech. Ameritech is already furnishing most of these items to Brooks today. To the extent that Brooks and TCG have not yet actually asked Ameritech to furnish certain Checklist items to them, those items are available to them under their agreements with Ameritech, on terms and conditions that satisfy the Checklist. Both the Brooks and TCG agreements contain Most Favored Nation ("MFN") clauses that, in accordance with § 252(i) of the Act, entitle them to interconnection, network elements, or resale service agreements "upon the same rates, terms, and conditions as those provided" in other Ameritech interconnection agreements approved by the Commission. (Brooks Fiber Agreement, Section 28.15; TCG Agreement, Section 29.13) Thus, both Brooks and TCG may at any time obtain any Checklist item from Ameritech on rates, terms, and conditions included in the Commission-approved AT&T Agreement. Accordingly, whenever I say in this affidavit that an item is available to AT&T, which I will

sometimes do for ease of reference, it is important to bear in mind that the same item is equally available to Brooks and TCG or other providers who have subsequently approved agreements with similar MFN clauses. The Brooks and TCG Agreements may be read as incorporating any and all more inclusive or more favorable provisions contained in the AT&T Agreement.

PARITY AND PERFORMANCE BENCHMARKS

11. I understand that the quality of the products and services that Ameritech delivers to competing carriers under its interconnection agreements must be at parity - that is, at a level equal in quality - with the quality of products and services that Ameritech delivers to itself and its affiliates, and, in the case of resale, to Ameritech's retail customers.

12. I have been primarily responsible for the process of developing the performance standards for resale, access to unbundled network elements, and interconnection that appear in Ameritech's interconnection agreement with AT&T. The performance standards in the AT&T Agreement are designed to ensure that AT&T and other carriers receive that parity of treatment for comparable products and services.

13. Ameritech's interconnection agreement with AT&T fully implements the equal treatment required by the FCC's rules. For example, with respect to facilities interconnection, the AT&T Agreement provides:

Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other Person. For purposes of this [provision], "equal in quality" means the same technical criteria and service standards that a Party uses within